

**Virginia Housing Commission
Short-Term Rental Work Group**

JULY 14, 2016

Sample Leasing Restrictions

CONDOMINIUM

Example 1

No unit shall be used or occupied for transient or hotel purposes and in any event for an initial period of less than six months.

No portion of any unit (other than the entire unit) shall be leased for any period; provided, however, that a reasonable number of roommates is permitted.

No unit owner shall lease a unit other than on a written form of lease:

- i. requiring the lessee to comply with the condominium instruments and rules and regulations;
- ii. providing that failure to comply constitutes a default under the lease; and
- iii. providing that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor after forty-five days prior written notice to the unit owner, in the event of a default by the tenant in the performance of the lease.

The Board of Directors may suggest or require a standard form lease or lease addendum for use by unit owners. Each unit owner shall, promptly after entering into any lease of a condominium unit, forward a conformed copy of the lease to the Board of Directors.

Example 2

Houses may not be used or occupied for any unlawful or improper purpose, but shall be used solely as a single family residence.

PLANNED COMMUNITY

Example 1

No lot or any portion thereof shall be used or occupied for transient or hotel purposes or in any event leased for an initial period of less than six months. No portion of any dwelling (other than the entire dwelling) shall be leased for any period; provided,

however, that a reasonable number of roommates is permitted. No unit owner shall lease a unit other than on a written form of lease:

- i. requiring the lessee to comply with the condominium instruments and rules and regulations;
- ii. providing that failure to comply constitutes a default under the lease, and
- iii. providing that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor after 45 days prior written notice to the unit owner, in the event of a default by the tenant in the performance of the lease.

The Board of Directors may suggest or require a standard form lease for use by unit owners. Each unit owner shall, promptly after entering into any lease of a condominium unit, forward a conformed copy of the lease to the Board of Directors.

Example 2

All lots shall be used for single-family residential purposes exclusively. No use shall be made of any lot which will depreciate or adversely affect the value of the surrounding lots or of the property as a first class residential property....

Example 3

All lots shall be used, improved, and devoted exclusively to residential use, except home occupations may be pursued if permitted by Fairfax County, subject to reasonable rules to prevent unreasonable adverse impact on adjacent lots. Nothing herein shall be deemed to prevent an owner from leasing to a single family, provided such lease shall be in writing and subject to all of the provisions of the governing documents with any failure by a lessee to comply with the terms of the governing documents constituting a default under the lease.

Example 4

The owner of a lot shall have the right to lease such lot, provided each lease is in writing, is expressly subject to Association rules for leasing activities, and provides that any failure of a lessee to comply with the Association's rules is a default under the lease. The owner shall be liable for any such violation of the Association's rules committed by such owner's tenant, without prejudice to such owner's right to collect any sums paid from the tenant.